

Agenda

A. **Call to Order** **7:00AM**

B. Roll Call

C. **Consent Agenda**

1. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board
2. Approval of Minutes from the Board of Director's Regular Meeting – November 16, 2022
3. Approval of Minutes from the Board of Director's Special Meeting – December 5, 2022

Sample motion: "I move that we approve the consent agenda as presented."

D. Public & Partner Agencies Invited to be Heard (3 Minutes Per Person)

E. **Business/Action Items**

1. Consideration of a Social Media Management Award for FY 2023 with an annual amount not to exceed \$20,000 as presented by staff and authorizing the board chair to approve changes to the agreement and execute the agreement.

Sample motion: "I move that we approve the Social Media Management Award for FY 2023 with an annual amount not to exceed \$20,000 as presented by staff; authorize the board chair to approve changes to the agreement, provided such changes do not substantially alter the DDA's right or obligations thereunder; and authorize the board chair to execute the agreement."

2. **Executive Session.** An executive session for the purposes of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators, and to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402 (4)(b) and (4)(e)(I), regarding the contract with Ayres Associates for FY 2023.
3. Consideration of a Contract with Ayres Associates, Inc., for FY 2023 services, and authorizing the board chair to execute the contract.

Sample motion: "I move that we approve the contract with Ayres Associates Inc. for FY 2023 services and authorize the board chair to execute the contract as presented."

F. **Executive Director's Report**

G. **Communications & News**

1. 2023 National Main Street Conference Registration – J.Olhava

H. **Adjourn**

Minutes

Present: Dan Stauss; Brent Phinney; Heidi Washburn; Andy Higa; Paul Rennemeyer

Absent: Dean Koehler; Grant Nisly

Staff: Josh Olhava, Josh Liley, Lily Sider

A. Call to Order 7:00AM

B. Roll Call

Chairman Stauss called the meeting to order at 7:02 AM

C. Consent Agenda

1. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board
2. Approval of Minutes from the Board of Director's Regular Meeting – September 21, 2022
3. Approval of Minutes from the Board of Director's Budget Work Session Meeting – October 19, 2022
4. Approval of Minutes from the Board of Director's Joint Work Session Meeting with the Windsor Town Board – October 24, 2022

BP motioned to approve the Consent Agenda as presented; HW 2nd; Unanimous 5-0

D. Public & Partner Agencies Invited to be Heard (3 Minutes Per Person)

1. Town of Windsor – Planning Department: Presentation on the current Comprehensive Plan efforts
 - Town of Windsor staff – Scott Ballstadt
 - Town's Consultant – Miriam McGilvray
 - SB – introduced the Comprehensive Plan update process to the Board and their consultant project manager Miriam McGilvray. Last month was a public kick-off for the process; last update to the plan was in 2016. Best community identified features of Windsor include small town feel and trails. Identified a problem with traffic and growth management.
 - MM – provided an overview presentation of the efforts to date and the data that is helping guide the discussions including home prices and income.
 - DS – how recent is income data? Will this data be impacted by inflation? Is Windsor more isolated from national trends?
 - MM – the data is from the ACS and census from 2020; inflation will likely start to compact in the next year but there is no way of knowing.
 - DS – the DDA is currently looking to push through a project to bring in more renters to the town and downtown.
 - SB – there is a need to diversify housing products.
 - SB - which issues are important to the DDA?
 - BP – the backlots project is our biggest priority, and also the biggest challenge due to the vote on a change in zoning. Crime and traffic are trending upwards, more people need to be downtown to bring more businesses in. Apartment complexes are the only way to bring in workers who will live here as well. People who work in downtown jobs cannot afford a single-family home.
 - HW – backlots are already not very safe after dark.
 - BP – with higher growth, traffic has gotten worse but maybe not to a point where it's a problem. People just perceive it to be worse.

- DS – DDA is working to solve the downtown parking issue.
- BP – how can we grow and keep the small-town feel? Need to keep neighborhoods together as one community instead of splitting into different groups.
- DS – need to preserve the downtown.
- PR – partnership with the chamber keeps that small-town feel with the Wine Walk, Windsor Wonderland, Parks and Recreation.
- MM – how much of Windsor’s small-town character is aligned with historic preservation?
- BP – character comes from the downtown and the older buildings, but that doesn’t mean it shouldn’t grow. The new needs to mesh with the old.
- DS – new architecture has to be compliant with old architecture. FIP downtown corridor has design guidelines already.
- SB – corridor design plan recently had amendment regarding building heights, is the downtown corridor plan contemporary enough?
- JO – agree with Scott and noted the downtown corridor plan is due for an update and should be referenced as a goal within the Comp Plan update process.
- DS – it needs to be updated in relation to the comprehensive plan. It was done before the DDA was formed.
- BP – designs may change over time but so do preferred materials.
- MM – we are looking to have a charette style workshop, what location would be conducive for that type of engagement? Looking for accessibility and fun. Looking at plan opportunities geographically as well, where should we be looking for opportunities and doing a deeper dive with the community.
- DS – unsure how busy the wedding venue is but the Mill is a good spot, rec center is overused.
- PR – could consider the 4th street property, just put in a generator and chairs.
- JO – building already has power and heat.
- BP – great location since it’s right downtown, and we need eyes on it.
- JL – do we have insurance for the property?
- JO – yes
- MM – looking at March or April for the meeting.
- SB – the 4th street building has more room than the arts and heritage center.
- BP – depending on what happens with Legion, you can work with them. Would be nice to be able to put up designs, TRIBE could put up drawings.
- MM – sounds like at the fourth street property we could also put out other projects besides the comp plan?
- PR – possibly put up a story board regarding prairie song.
- JO – any challenges with water? It impacts structures. CDOT was also recently doing a speed study downtown. We need to continually monitor and evaluate things. Making sure we have staff needed to cover any issues that crop up.
- DS – the comp plan needs to keep language about smart use of existing infrastructure.
- SB – so you are looking for infill development
- Miriam – will follow up with plan audit link.

E. Action Items

1. Resolution 2022-DDA-04 - A resolution of the Board of Directors of the Windsor, Colorado, Downtown Development Authority recommending to the Town Board of the Town of Windsor the determining and fixing of the mill levy for said Authority for the fiscal year ending December 31, 2023
 - Staff: Josh Olhava and Josh Liley
 - JL – introduced the resolution for the Board as part of our annual process.

- DS – are we keeping it the same at five mills?
- BP – Yes, has been consistent for many years now.

BP motioned to approve Resolution 2022-DDA-04 as presented; HW 2nd; Unanimous 5-0

2. Resolution 2022-DDA-05 - A resolution of the Board of Directors of the Windsor, Colorado, Downtown Development Authority approving and recommending to the Town Board of the Town of Windsor the budget of the estimated amounts required to pay the expenses of conducting business of said Authority, and the appropriation of funds therefor, for the fiscal year ending December 31, 2023

- Staff: Josh Olhava and Josh Liley
- JO – introduced the resolution for the Board and noted the minor changes that occurred since the Board last reviewed the budget.

HW motioned to approve Resolution 2022-DDA-05 as presented; BP 2nd; Unanimous 5-0

F. Executive Director's Report

- JO – Introduced the Executive Director's Report and highlighted certain items throughout the report. A few events are coming up in the next few weeks, Small Business Saturday will be the same as last year, and we reduced gift cards to \$25 to hand out 60. We will also hand out downtown shopping bags and have a few businesses who put flyers or coupons in the bags. Windsor Wonderland is on December 3rd and is a late afternoon to evening event this year
- HW – For Windsor Wonderland, the tree lighting is happening at the beginning of the event so more people can see it.
- JO – We are coordinating with the school district on window decorating for downtown businesses; they will be reaching out to businesses to decorate windows for the holidays. We are also working with them regarding furniture and what they can build in shop classes or programs to put in the pedestrian plaza area and throughout downtown. Ayres' billing breakdown for the year is tracking good, keeping into mind any grants. Town got sprinklers blown out, working with town on MOU for ongoing downtown maintenance. I will be meeting with town after thanksgiving to sort that out, detailing tasks for them and general relationship discussions heading into 2023. We have had recent discussions on the draft downtown redevelopment project agreement and are waiting on more information from TRIBE. We have a 4th street meeting this afternoon with the Legion and Mark Markley to help with initial renderings of the inside design. Wayfinding will be triggered by the CDOT traffic study, looking at designs that need final tweaks and will have meeting to talk over next steps.
- BP – The flashing light signal makes a huge difference in traffic speed.
- JO – We are continuing discussions with the Town regarding additional flashing signage downtown. On a good track for wayfinding to get rolling in 2023. We have a state grant from CDOT, since there was a lot of staff turnover, they are finally moving forward. Mainstreet management summit went well. With the façade program, we are working on getting final easements together to get awards before the new year, state façade grant moving forward with video creation. Regarding parking strategies, majority of owners are on board; we want to get signed agreement in the next few weeks.
- BP and HW – It will probably not happen in a week
- JO – We are down to the last few warming huts
- BP – Are we only giving those away for businesses or are private individuals able to get one?
- JO – We reached out to both the downtown businesses that have expressed interest and the school district. As long as huts are used for public benefit, even if at home, they are still available. Last few need some work. Need to get in touch with public works to clear out trash. We had a meeting with the website team yesterday as they are working on some final adjustments, with a goal to rollout in

December. The website migration includes emails and we need to transition these over with new emails setup as info@, Director@, and board@. Need to discuss who will receive the board emails, will probably keep with the board chair and vice chair to circulate.

- JO – Thoughts on next year’s work plan? Should we wait until after January vote?
- DS – Let’s wait, so we will know from CDOT on wayfinding. If the vote goes through, we can look at undergrounding

G. Communications & News

- JO – National Main Street Conference is in March of 2023 in Boston. This year we allocated a little bit more budget under Board Development. We also have DCI happening locally in Loveland in April. We anticipate being involved with tours or sessions, working with Loveland staff.
- AH – National Main Street Conference was very beneficial, worth going.
- PR – Allows corporate time with other main street people from all over the country, grouped with people of the same mindset, not like a seminar where you just sit through information, more group efforts and time to get to know one another. Will encourage everyone on the board to go
- JO – If a lot of board members are interested, we can discuss how to shift funds or evaluate what percentage the DDA covers. We will register everyone for DCI.
- AH – Conference does tours with really fascinating information about the locations.
- AH – Going back to streetscapes and sidewalks, some trip hazards got ground down and are much better.

H. Adjourn

With no further discussion, the Chair adjourned the meeting at 8:04AM

Note: This meeting will only be held virtually or by phone

The public is welcome to attend the meeting and may do so by zoom or by calling in using the following:

<https://us02web.zoom.us/j/86057148025?pwd=emdKZW13cHFiMnlpRGxNRExHZnI0UT09>

or by calling: 1-312-626-6799 | Meeting ID: 860 5714 8025 | Password: 849773

One tap mobile +17193594580,,86057148025#,,, *849773#

Minutes

Present: Dan Stauss; Brent Phinney; Dean Koehler; Heidi Washburn; Andy Higa; Grant Nisly

Absent: Paul Rennemeyer

Staff: Josh Olhava; Josh Liley

A. Call to Order 7:00AM

B. Roll Call

Chairman Stauss called the meeting to order at 7:01 AM

C. Public & Partner Agencies Invited to be Heard (3 Minutes Per Person)

No public in attendance for the meeting.

D. Action Items

1. Consideration of a budget expenditure of \$5,832.15 for the fabrication and installation of project specific signage related to the Backlots Redevelopment Project.
 - Staff: Josh Olhava
 - JO – provided an overview of the request, referencing the enclosed packet materials; two items for consideration were raised by staff: 1) changing the ‘Coming Soon’ caption as this reflects the review is done, rather than the fact that this project is still under review/consideration by the DDA and Town. Examples of rephrasing includes ‘Under Consideration’, ‘Proposed’, etc.; 2) consider the placement and size of the sign around the pedestrian plaza due to placement limitations and overall context to the site.
 - DS – suggested changing the Coming Soon to Proposed Development.
 - BP – agreed with this verbiage change.
 - AH – noted the same concerns raised by staff and agreed with this approach.
 - Board members shared the same support for the change and suggestion by the Chair.
 - JO – asked for clarification and direction from the Board before a vote as to whether the Board wanted staff to look at sign size and placement within the pedestrian plaza location as it is called out to be similar in size and installation as the other three signs.
 - Board members shared a general concern for placement and context.
 - BP – suggested placing the sign at the back of the pedestrian plaza space due to its’ visibility from Main and for those that park in this back area and walk through the pedestrian plaza and keep the sign at the size proposed.
 - Board members agreed with the direction and placement of the sign.
 - JL – wanted to confirm the location discussed by BP to ensure we were outside of the alley ROW.
 - JO – confirmed the ROW ends further east and west of this location and the area adjacent to the pedestrian plaza is privately owned by the DDA. It happens to be used as a ROW.

- JL – noted that a motion could include, as presented and with the changes discussed and agreed to by the Board during the deliberation.
- DS – with no further discussion, the Chair would entertain a motion.

BP – recommend approval as presented and with the changes discussed and agreed to by the Board during the deliberation; DK 2nd; Unanimous 6-0

E. Communications & News

- JO – we will have the regularly scheduled DDA Board meeting on December 21st. No further communication at this time.

F. Adjourn

With no further discussion, the Chair adjourned the meeting at 7:13 AM

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER AGREEMENT is made and entered into on December 21, 2022, by and between the Windsor Downtown Development Authority, 301 Walnut Street, Windsor, CO 80550 (OWNER), and Ayres Associates Inc., 3433 Oakwood Hills Parkway, Eau Claire, WI 54701 (CONSULTANT).

OWNER intends to retain CONSULTANT to perform certain professional services as described in the Scope of Services (Attachment A). Individual Project Supplements describing additional work to be performed under the Scope of Services will be attached to and considered a part hereof on a project by project basis.

OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below, and on the terms and conditions contained in any attached document. The following Attachments are attached to and made a part of this Agreement.

- Attachment A - Scope of Services, consisting of 1 page.
- Attachment B - Period of Services, consisting of 1 page.
- Attachment C - Compensation and Payments, consisting of 1 page.
- Attachment D - Terms and Conditions, consisting of 6 pages.
- Attachment E – Insurance, consisting of 2 pages.
- Attachment F – Time/Budget Allocation Overview, consisting of 2 pages.

This Master Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings (the Master Agreement and such attachments referred to hereinafter as the “Agreement”). This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER:
Windsor Downtown Development Authority

CONSULTANT:
Ayres Associates Inc.

Dan Stauss, Chairman

Matthew J. Ashby, Vice President of
Development Services

Date: _____

Date: _____

Attest:

Dean Koehler, Secretary

ATTACHMENT A – SCOPE OF SERVICES

This is an attachment to the Master Agreement dated December 21, 2022, between the Windsor Downtown Development Authority (OWNER) and Ayres Associates Inc. (CONSULTANT).

The Project consists of various community development services required to provide support for the Windsor Downtown Development Authority.

CONSULTANT shall provide professional services for OWNER as requested by the OWNER and may include, but are not limited to the following (the “Scope of Services”):

ARTICLE 1 –GENERAL SERVICES

- Attendance and management of DDA Board Meetings including production of agendas, minutes and reports;
- Provide regular updates to the website;
- Draft and issue newsletters and social media updates;
- Facilitate creation of an annual work plan;
- Provide budget management and oversight in coordination with OWNER;
- Miscellaneous meetings as deemed necessary by OWNER.

ARTICLE 2 – SPECIAL PROJECT SERVICES

Special project services to be provided by CONSULTANT under the Scope of Services shall be performed when requested by the OWNER. OWNER and CONSULTANT will agree upon the time frame in which the requested special project services will be provided prior to the services being scheduled. Special project services may include a diversity of work products as directed, including, but not limited to, façade program projects, public/private development projects (such as the backlots redevelopment and 4th Street development projects), grant writing, special events, event management, additional meeting attendance, and development of products associated with the annual work plan. This list is not exhaustive of the special project services that OWNER may request of CONSULTANT. This Agreement does not guarantee to CONSULTANT any work except as authorized in accordance with the terms contained herein, nor does it create an exclusive contract for services.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER will provide general support services to CONSULTANT including timely response to requests for information. Additionally, OWNER agrees to provide monthly financial reporting. If OWNER desires that CONSULTANT maintain an office in the DDA District, OWNER will be responsible for costs related to any office lease, office supplies and equipment, telecommunications, and required utilities.

ATTACHMENT B - PERIOD OF SERVICES

This is an attachment to the Master Agreement dated December 21, 2022, between Windsor Downtown Development Authority (OWNER) and Ayres Associates Inc. (CONSULTANT).

ARTICLE 4 - PERIOD OF SERVICES

The professional services provided by CONSULTANT shall be performed when requested by OWNER. OWNER and CONSULTANT will agree upon the time frame in which the requested scope of services will be provided prior to the services being scheduled. Services shall be provided starting January 1, 2023, and ending December 31, 2023, unless sooner terminated as hereinafter provided.

ATTACHMENT C – COMPENSATION AND PAYMENTS

This is an attachment to the Master Agreement dated December 21, 2022, between Windsor Downtown Development Authority (OWNER) and Ayres Associates Inc. (CONSULTANT).

ARTICLE 5 - COMPENSATION AND PAYMENTS

5.1.1 Compensation. CONSULTANT shall perform the Scope of Services on a time and reimbursable direct cost basis. Compensation for time shall be paid in accordance with the rates set forth on Attachment F. Mileage will be charged at standard federal rate. Travel time will be billed at cost. The foregoing notwithstanding, the maximum amount payable pursuant to this Agreement for CONSULTANT'S time and direct costs (or that of any authorized subconsultant) for each year this Agreement is in effect shall be One Hundred and Sixty-Five Thousand Dollars (\$165,000.00). (Attachment F contains the estimated hours, direct expenses, and billing rates for staff anticipated to be assigned to the project. CONSULTANT estimates that approximately \$90,000.00 of such amount will be used for general services and the remainder will be used for special projects services as directed by the OWNER.)

5.1.2 Billing. CONSULTANT shall submit to OWNER detailed monthly invoices which set forth the following: (1) each service rendered, and the identity of the person who performed it; (2) the cost of each service rendered by CONSULTANT (or any authorized subconsultant); and (3) direct costs eligible for reimbursement. CONSULTANT shall include with the invoice sufficient evidence of direct costs it has incurred for which it seeks reimbursement from OWNER. CONSULTANT'S failure to comply with these requirements may, at OWNER'S option, suspend processing of payment requests until CONSULTANT is in compliance with said requirements. OWNER shall be obligated to pay invoices that conform to the requirements contained herein within thirty (30) days of receipt.

5.1.3 Additional Compensation. The maximum amount of compensation for CONSULTANT'S time and direct costs established in Article 5.1.1 may be increased upon the approval of the board of directors of the OWNER (the "Board") at a regular or special meeting of the Board by such amount as the Board, in its discretion, deems appropriate.

5.1.4 Travel and Training Expenses. The OWNER may require the CONSULTANT'S attendance at trainings and meetings in addition to regular duties. When directed in writing to attend trainings and meetings, the CONSULTANT shall bill separately for reimbursement of actual expenses associated with travel and time. The OWNER, in its writing, may establish a maximum amount of authorized expenses for travel and time. If no such amount is provided, travel costs incurred by the CONSULTANT shall be reasonable. The CONSULTANT must provide receipts or other proof of purchase for all reimbursable expenses. Reimbursement for travel and training costs described herein shall not be subject to the maximum compensation amount established in 5.1.1.

5.1.5. Expenses Incurred on Behalf of OWNER. If the OWNER requests that the CONSULTANT incur expenses on the OWNER'S behalf, and the CONSULTANT incurs such expenses, then the CONSULTANT shall be entitled to reimbursement. Such requests may be authorized pursuant to the bylaws of the Windsor DDA. The CONSULTANT must provide to the OWNER receipts or other proof of purchase for all reimbursable expenses. Reimbursement for such expenses shall not be subject to the maximum compensation amount established in 5.1.1.

ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Master Agreement dated December 21, 2022, between Windsor Downtown Development Authority (OWNER) and Ayres Associates Inc. (CONSULTANT).

ARTICLE 6 - GENERAL CONSIDERATIONS

6.1 Standard of Performance

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

6.2 Work Product

OWNER shall own and retain all right, title and interest in and to all reports, documents, drawings, specifications, plans, designs, and all other information or work product produced, created, developed or made by CONSULTANT or its subconsultants pursuant to this Agreement ("Work Product"), and such Work Product shall be the sole property of OWNER. OWNER hereby agrees that CONSULTANT shall be granted a limited, non-exclusive license to use the Work Product for promotional materials associated with the CONSULTANT'S business.

6.3 Electronic Files

6.3.1 OWNER and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Special Project Services.

6.3.2 Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

6.3.3 OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

6.4 Insurance

6.4.1 Insurance Coverage. CONSULTANT shall procure and maintain, at its own expense, the insurance

coverage described on Attachment E.

6.4.2 Insurance Requirements. Certificates of insurance and/or insurance policies required above shall be subject to the following stipulations and additional requirements:

- i. Any and all deductibles or self-insured retentions contained in any insurance policy shall be assumed by and at the sole risk of CONSULTANT.
- ii. If any of the required insurance policies shall fail at any time to meet the requirements contained above, as to form or substance, or if the company issuing such policy shall be or at any time ceases to be approved by the State of Colorado, a new policy shall be promptly obtained.
- iii. All required insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to OWNER, in its reasonable discretion.
- iv. OWNER shall all be named as additional insureds on the commercial general liability and automobile liability insurance policies required above.
- v. Coverage required of CONSULTANT shall be primary over any insurance or self-insurance program carried by OWNER.
- vi. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least forty-five (45) days' prior notice to OWNER.
- vii. All insurance policies in any way related to this Agreement and secured and maintained by the CONSULTANT shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against OWNER.
- viii. CONSULTANT shall provide to OWNER certificates showing insurance coverage required under this Agreement within seven (7) business days of execution of this Agreement. No later than fifteen (15) days prior to the expiration date of any such coverage, CONSULTANT shall deliver to OWNER certificates of insurance evidencing renewal of any such coverage. In addition, upon request by OWNER at any time during the term of this Agreement, CONSULTANT shall, within ten (10) days of such request, supply to OWNER evidence satisfactory to OWNER of compliance with the insurance requirements contained in this Agreement.

6.5 Termination

6.5.1 Termination by OWNER. OWNER may terminate this Agreement at any time without cause upon fifteen (15) days' prior written notice to CONSULTANT. If this Agreement is terminated by OWNER, OWNER will pay CONSULTANT for work accomplished through date of termination. Notwithstanding the above, CONSULTANT shall not be relieved of liability to OWNER for damages sustained by OWNER by virtue of any breach of this Agreement by CONSULTANT and OWNER may withhold any payments to CONSULTANT for the purpose of setoff until such time as the exact amount of damages due OWNER from CONSULTANT is determined. All work accomplished by CONSULTANT prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of OWNER prior to payment for services rendered.

6.5.2 Termination by CONSULTANT. CONSULTANT may terminate this Agreement at any time without cause upon fifteen (15) days' prior written notice to OWNER. Delivering notice of early termination to OWNER shall not in any way relieve CONSULTANT of its obligation to perform services under this Agreement through the effective date of such early termination, or relieve OWNER of its obligation to pay the CONSULTANT for such performance through the effective date of such early termination.

6.5.3 Breach. This Agreement may be terminated at any time without notice upon a material breach of the terms of this Agreement.

6.6 Controlling Law

The laws of the State of Colorado shall govern the execution, construction, interpretation and enforcement of this Agreement. The parties hereto agree that jurisdiction and venue for any dispute arising under this Agreement shall be exclusive to Weld County District Court.

6.7 Successors and Assigns

6.7.1 OWNER and CONSULTANT each is hereby bound to the other party, and to their respective successors (or assigns, as authorized by 6.7.2 below), in respect of all covenants, agreements and obligations of this Agreement.

6.7.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.7.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

6.8 Exclusion of Special, Indirect, Consequential, and Liquidated Damages

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, or similar damages arising out of or connected in any way to the Project or this Agreement.

6.9 Betterment

If, due to CONSULTANT's negligence, a required item or component of the project is omitted from any construction documents, CONSULTANT's liability shall be limited to the reasonable cost of correction of the construction, less what OWNER's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that CONSULTANT will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

6.10 Acceptance Not Waiver

OWNER's approval of drawings, designs, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the quality or technical accuracy of the work. OWNER'S approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to OWNER under this Agreement.

6.11 Independent Contractor

6.11.1 Status as Independent Contractor. The parties hereto agree that the services CONSULTANT will be performing hereunder are those of an independent contractor, and not of an agent or employee of OWNER. CONSULTANT, as an independent contractor, is obligated to pay federal and state income tax on moneys earned. The personnel employed by the CONSULTANT are not and shall not become employees, agents or servants of OWNER, nor shall he or she be entitled to any employee benefits from OWNER because of the performance of any work or as a result of the execution of this Agreement.

6.11.2 Solicitation of Agreement. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONSULTANT, any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, OWNER will have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.12 Use of Subconsultants, Responsibility for Employees and Subconsultants

6.12.1 Use of Subconsultants. CONSULTANT understands and agrees that it must obtain the written consent of OWNER prior to utilizing any subconsultant for work to be performed hereunder, which consent shall not be unreasonably withheld. CONSULTANT shall employ and contract with only those persons or entities that are properly skilled, accredited, certified, and/or licensed, as applicable, to safely and competently perform work of the type and scope which they will be performing.

6.12.2 Responsibility for Employees and Subconsultants. CONSULTANT agrees that it shall be fully responsible for the acts and omissions of its employees and agents and for those of its subconsultants, and any persons either directly or indirectly employed by any subconsultants to the same degree as acts and omissions of persons CONSULTANT directly employs. CONSULTANT shall be responsible for the coordination of all services between CONSULTANT and its subconsultants. Nothing contained in this Agreement shall create any contractual relation between any subconsultant and OWNER.

6.13 Legal Compliance

CONSULTANT at all times agrees to observe all federal and state laws, and resolutions and ordinances of the local jurisdiction, and all rules and regulations which in any manner affect or govern the work under this Agreement. CONSULTANT represents and warrants that, as of the date of execution of this Agreement, and continuing throughout the term hereof, it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by applicable law to perform work under this Agreement.

6.14 Subject to Annual Appropriations

OWNER is a Colorado public entity and all financial obligations extending beyond the current fiscal year are subject to funds being budgeted and appropriated therefore. Nothing in this Agreement shall be deemed a waiver of the Colorado Governmental Immunity Act and no portion of this Agreement shall be deemed to create an obligation on the part of OWNER to expend funds not otherwise appropriated in each succeeding year.

6.15 Technical Accuracy, Indemnification, Default

6.15.1 Technical Accuracy. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services rendered by CONSULTANT and its subconsultants, which services shall include, by way of example and without limitation, designs, plans, reports, specifications, and drawings, and CONSULTANT shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

6.15.2 Indemnification. CONSULTANT shall indemnify, save and hold harmless Owner, its officers and employees, in accordance with Colorado law, from all damages whatsoever claimed by third parties against OWNER and for OWNER's costs and reasonable attorney's fees arising directly or indirectly out of the CONSULTANT'S sole negligent performance or omissions, or that of any of its subconsultants, of any of the services furnished under this Agreement.

6.15.3 Default. If CONSULTANT defaults in any obligation under this Agreement, CONSULTANT shall be liable for all costs, expenses and payment incurred by OWNER in connection therewith, including any reasonable attorney's fees.

6.16 Inspection and Retention of Documents, Public Records

6.16.1 Inspection of Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of OWNER to enter the CONSULTANT'S offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

6.16.2 Retention of Records. CONSULTANT and its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from the date of final payment, for inspection by OWNER and copies thereof shall be furnished if requested.

6.16.3 Open Records Act. CONSULTANT understands that any records created by CONSULTANT in performing the Scope of Services, including, but not limited to, written communications, documents, photographs and recordings, will likely constitute a public record under the Colorado Open Records Act, C.R.S. 24-72-201 et seq. Accordingly, CONSULTANT agrees to provide to OWNER any such records which OWNER determines are subject to disclosure under said Act.

6.16.4 Confidentiality. During the course of performing services under this Agreement, CONSULTANT understands that CONSULTANT, or its employees or agents, may be required to participate in executive

sessions of the Board of Directors of OWNER, pursuant to the Colorado Open Meetings Law, C.R.S. 24-6-401 et seq., or may come into possession of, or otherwise encounter, documents or other forms of information which are protected from disclosure under the Colorado Open Records Act, C.R.S. 24-72-201 et seq., or other applicable state or federal law ("Confidential Information"). CONSULTANT agrees that neither CONSULTANT nor its employees or agents shall disclose Confidential Information to any third-party.

ATTACHMENT E - INSURANCE

This is an attachment to the Master Agreement dated December 21, 2022, between Windsor Downtown Development Authority (OWNER) and Ayres Associates Inc. (CONSULTANT).

ARTICLE 8 - INSURANCE

8.1 Workers' Compensation

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following, or in such other amount as may be required by applicable law:

Each Accident:	\$	100,000
Disease, Policy Limit:	\$	500,000
Disease, Each Employee:	\$	100,000

8.2 Commercial General Liability

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate:	\$	1,000,000
Products-Completed Operations Aggregate:	\$	1,000,000
Personal and Advertising Injury:	\$	1,000,000
Each Occurrence:	\$	1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

8.3 Business Automobile Liability

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage,
Combined Single Limit: \$1,000,000

Automobile Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

8.4 Umbrella Excess Liability

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Each Occurrence:	\$1,000,000
Aggregate:	\$1,000,000

8.5 Professional Liability (Errors and Omissions)

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	\$	1,000,000
Aggregate:	\$	1,000,000

8.6 Valuable Papers

During the life of this Agreement, the CONSULTANT shall maintain in force Valuable Papers and Records insurance in an amount equal to the maximum exposure to loss of written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts as shall be required and/or produced in the completion of this Agreement by the CONSULTANT.

ATTACHMENT F – TIME/BUDGET ALLOCATION OVERVIEW

This is an attachment to the Master Agreement dated December 21, 2022, between the Windsor Downtown Development Authority (OWNER) and Ayres Associates Inc. (CONSULTANT).

Ayres Associates anticipates providing administrative services to the Windsor Downtown Development Authority, which will be categorized as either “General Services” or “Special Project Services”. General Services will typically include:

- Attendance and management of DDA Board Meetings, production of agendas, minutes and reports;
- Content guidance for regular updates to the website;
- Content assistance for newsletters and social media updates;
- Facilitate drafting of an annual work plan;
- Budget management and oversight in coordination with the DDA Board;
- Required Main Street reporting as part of the organizations Main Street designation, and representing the DDA at Colorado Main Street events and activities; and
- Attendance at meetings as deemed necessary by the DDA, including stakeholder updates.

Special Project Services will typically include:

- Consultant management for projects initiated by the DDA;
- Façade program projects;
- Public/private development projects (such as the backlots/4th Street development projects) and associated management;
- Special events and events management;
- Grant writing, management, and reporting; and
- Other initiatives requested by the DDA.

Based upon the approved budget for the organization, the following budget worksheet provides guidance for the allocation of hours as necessary to provide the requested services. Services are provided on-demand, at the direction of the Windsor DDA Board; actual costs and labor allocation will be determined upon direction of the Board.

Staff time is allocated between regular hours and administrative hours. Regular hour will be the default for work activities. Administrative hours will be used for tasks including copying, assembling board packets, and other similar non-professional tasks. Ayres Associates estimates that approximately \$90,000.00 of the budget total will be used for General Services and the remainder will be used for Special Project Services as directed by the Windsor DDA Board.

[Budget worksheet on the following page]

Windsor DDA - 2023 Rate Table					
	Task Type/Rate		Est. Hours (Monthly)		Total
Role	Regular	Admin	Regular	Admin	
Senior Planner/Director	\$ 150.00	\$ 139.00	45	10	\$ 8,140.00
Special Projects	\$ 195.00	\$ 155.00	8	2	\$ 1,870.00
Planner	\$ 130.00	\$ 110.00	13	5	\$ 2,240.00
Intern	\$ 90.00	\$ 80.00	8	2	\$ 880.00
Landscape/Design	\$ 142.00	\$ 132.00			
Admin Assistance	\$ 83.00	\$ 50.00	6		\$ 498.00
Estimated Monthly Hours			80	19	99
Estimated Monthly Total					\$ 13,628.00
Annual Labor					\$ 163,536.00
Estimated Annual Expenses					\$ 1,464.00
Grand Total					\$ 165,000.00
General Services, Special Project Services and Travel/Training will be billed hourly (for labor) and expenses categorized to reflect budget line items. Expenses Incurred on Behalf of Owner are passed through and not subject to contract limit.					
For 2023, anticipated staff include Senior Planner/DDA Director - J. Olhava; Special Projects - M. Ashby, M. Scholl; Planner - L. Graves, M. Christensen; Landscape Architect - D. Land, C. Stoffel; Administrative - B. McAnally, S. Smith, H. Rininger; Intern - L. Sider. Prior to utilizing additional staff members, Consultant shall notify Owner of staff identity and their hourly rate. Owner reserves the right to decline Consultant's individual staff members for General Services or Special Project Services.					
Monthly updates will be provided to the Board regarding the balance of the contract. Contract shall not exceed \$165,000.00 without direction and prior approval by the Owner. General Services will be tracked separately from Special Project Services. Where possible, specific add-on labor requests with definable scopes will be estimated, with a cap established.					

To: Downtown Development Authority Board of Directors
From: Josh Olhava, DDA Executive Director

Primary Meeting Summary

The following key meetings and events occurred since November 16th:

- November Board Meeting – 11.16
- December Board Special Meeting – 12.05
- Weekly Town Manager Meetings – as needed
- DDA Chair/Vice-Chair Weekly Call – as needed
- Downtown Redevelopment Coordination (Tribe) – as needed
- Legion On-Site Meeting – 11.16
- New Redevelopment Project Evaluation Meeting – 11.22
- Coordinating Pick-up of Huts – 11.22; 11.28; 12.16
- Town MOU and Relationship Discussion – 11.29
- Windsor High School Tour and Discussion with Shop Classes – 12.12
- Windsor Comprehensive Plan – Planning Advisory Committee – 12.15
- Wayfinding Meeting with Town – 12.20
- Events:
 - Wine Walk – 11.19
 - Small Biz Saturday – 11.26

Project and Initiatives (December-January)

Thru Lot:

- Collaborate with School shop class on outdoor furniture and games
- Remove Holiday decorations

Downtown Redevelopment Project:

- Ongoing outreach and meetings
- PR efforts on a weekly basis
- Awaiting agreement details from Tribe

Wayfinding:

- Finalize construction drawings
- Awaiting CDOT downtown speed study findings and impacts to overall sign design
- Finalize new PO with CDOT grant program for a one-year timeframe
- Finalize interpretive history board content – working with Town and Ehrlich family

Façade Improvement Program:

- Project Status:
 - 426-428 Main – mini grant for sign (no agreement or easement required) – work pending sign fabrication and delivery
 - 514 Main – Under construction (old façade removed, structure visible – tied to interior work)

- 419 Main – mini grant for sign (no agreement or easement required) – work pending sign fabrication and delivery
- Project Interest:
 - 411 Main – new owners interested in upgrading portions of façade in 2023
 - Emergency stabilization and rain cap work completed.

State Façade Grant:

- Snapshot videos and highlights

Parking Strategies:

- Work with Town and owners to finalize shared parking agreements and collaboration
- Continue work w/ Town staff on intersection improvements
- Continue coordination w/ the Town on new property acquisitions and strategy for activating additional parking supply throughout the downtown district

Marketing / Events:

- Attend downtown specific Open Houses or business events
- DDA website redesign roll-out
- Social media posts and updates – ongoing and coordination w/ marketing consultant
- Elf Hunt pick-up
- Continue coordination with the School District



Grants:

- Evaluate upcoming 2023 grant opportunities

Streetscape Furniture/Downtown Art:

- Continue to monitor business activity and needs for existing sidewalk furniture
 - Work with Town staff to install benches
 - Work with School to build furniture and activities for families
- Continue coordination with Town staff and Art Commission on additional art downtown

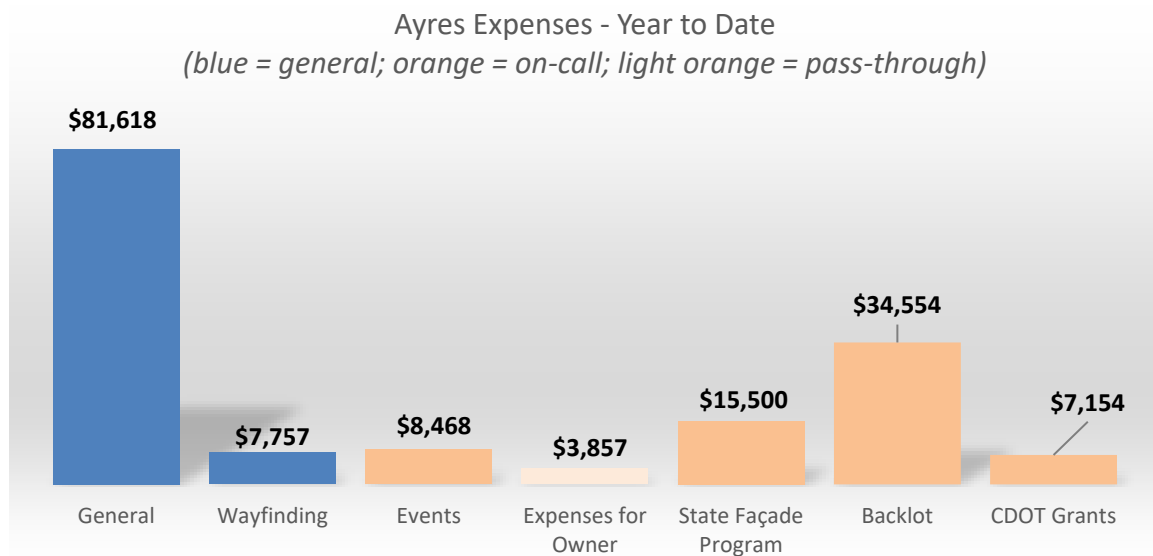
Main Street Requirements:

- Quarterly Reports are processed by staff

General - Administrative:

- Coordinate National Main Street Conference details with Board
- Coordinate DCI Conference details

Ayres Billing Breakdown Year to Date (As of 12/10/22)

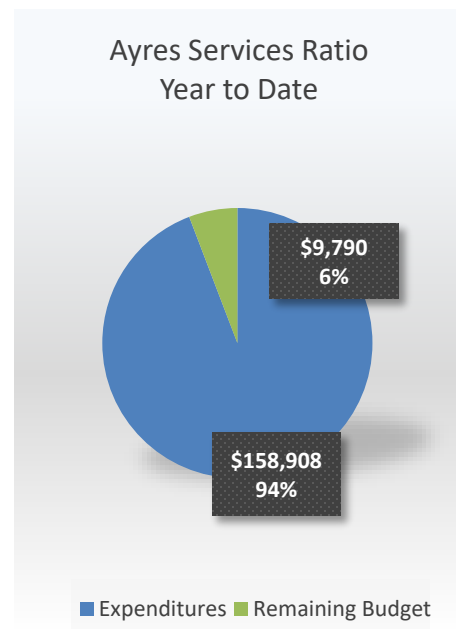


Total Expenditures: \$155,051

- Excludes 'Expenses for Owner' as those are expenses paid by Ayres and allocated to other DDA funds
- 94% of the budget spent with 96% of the year completed
- Removing the one-time CDOT grant pursuit results in 88% of the budget spent

Highlights:

- CDOT Grant Pursuit = one-time expense
- Backlot efforts remain extensive for the year with over 20% of the budget specifically allocated to the effort; and over 40% overall effort when factoring in Backlot category plus General Budget expenses related to the efforts (i.e. additional social media, meetings, reports and document preparation related to the backlots).



Prior Board Meeting - Action Checklist Review

New Items –

- Finalize 2023 Budget for Budget Work Sessions – JO **Complete**
- Work on 2023 Work Plan – JO **In Progress**
- Setup S. 400 and S. 500 Block Owners Meeting on Shared Parking Agreement with Town staff – JO **Complete**
- Setup meetings for core DDA and Town team, Legion, and architect on 4th Street – JO **Complete**

Carryover –

- Warming Huts – next steps – JO **Complete**
- Finalize social media RFP and post – JO **Complete**
- Website roll out – JO **In Progress / Pending Consultant Updates**